

ADOPTION NOTICE

Effective January 27, 2003, Williams Communications, LLC D/B/A Williams Vyvx, LLC registered its intent to use the name WilTel Communications, LLC with the Missouri Secretary of State.

WilTel Communications, LLC hereby adopts, ratifies, and makes its own, in every respect as if it the same had been originally filed by WilTel Communications, LLC, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities and/or other instruments whatsoever, filed with the Public Service Commission of the State of Missouri, by Williams Communications, LLC D/B/A Williams Vyvx, LLC, prior to the effective date of this tariff.

By this notice, WilTel Communications, LLC also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Williams Communications, LLC D/B/A Williams Vyvx, LLC has heretofore filed with said Commission.

Issued: July 23, 2004

Issued by: Tariff Administrator
WilTel Communications, LLC
One Technology Center
Tulsa, Oklahoma 74103
1-866-945-8351

Effective: August 23, 2004

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XN-2005-0029

FILED
MO PSC

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

WITEL COMMUNICATIONS, LLC
FORMERLY WILLIAMS COMMUNICATIONS, LLC
D/B/A WILLIAMS VYVX, LLC

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This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by WilTel ommunications ("Company"), with principal offices at One Technology Center, Tulsa, Oklahoma 74103. This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours at the Company=s principal place of business.

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WilTel Communications, LLC operates as a competitive telecommunications company defined by Case No. TO-88-142 within the State of Missouri.

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WAIVER OF RULES AND REGULATIONS

REC'D APR 05 2001

Pursuant to Section 392.420 RSMO (Cum. Supp. 1994), the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

392.240 (1)	Rates-reasonable average return on investment.
392.270	Property valuation.
392.280	Depreciation rates.
392.290	Issuance of stocks and bonds.
392.310	Issuance of stocks and bonds.
392.320	Issuance of stocks and bonds.
392.330	Issuance of stocks and bonds.
392.340	Reorganization.

COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments.
4 CSR 240-30.010 (2) (C)	Posting exchange rates at central offices.
4 CSR 240-30.040	Uniform System of Accounts.
4 CSR 240-32.030 (1) (B)	Exchange boundary maps.
4 CSR 240-32.030 (1) (C)	Record of access lines.
4 CSR 240-32.030 (2)	Records kept within state.
4 CSR 240-32.050 (3-6)	Telephone directories.
4 CSR 240-32.070 (4)	Coin telephones.
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33.040 (5)	Finance fee.

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Service Commission**
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TARIFF FORMAT SHEETS

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- A. Sheet Numbering -- Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers -- Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the MPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the MPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Section Numbering Sequence -- There are nine levels of section coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

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EXPLANATION OF SYMBOLS

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The following are the only symbols used for the purposes indicated below:

- (C) To signify changed Regulation
- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but No Change in Rate or Charge

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D/b/a Williams Vyvx, LLC

P.S.C. Mo. No. 1

Original Sheet 7

Missouri Public
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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

REC'D APR 05 2001

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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Original Sheet 8

Missouri Public
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RESERVED FOR FUTURE USE

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P.S.C. Mo. No. 1

Original Sheet 9

**Missouri Public
Service Commission**

APPLICABILITY

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This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of private line Services used for transmission and video communications by the Company. This Tariff applies only to Services subject to regulation by the Missouri Public Service Commission. This Tariff does not apply to the within described Services that are provided by the Company: (a) as interstate or international services; or (b) pursuant to other Company tariffs unless specifically stated therein.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS

REC'D APR 05 2001

For the purposes of this Tariff, the following definitions shall apply:

Acceptance/Accepted

The concurrence by Customer and the Company that, following Installation, a Service meets the relevant Technical Standards. In any event, once Customer commences using the Service, Acceptance shall be deemed to have occurred.

Access Service Request (ASR)

An order placed with a First-Mile/Last-Mile Service Provider to provide First-Mile and/or Last-Mile Service.

Analog Access

An analog First-Mile or Last-Mile Circuit used to transmit television signals between points.

Ancillary Charges

Charges for supplementary Services as set forth in Sections 4 and 5 which may consist of both nonrecurring and monthly recurring charges.

Approximate-End/Approx-End

At the time of making a request for a Reservation Confirmation and subject to such Service being Available in the Company's sole discretion, a Customer may reserve, on a right of first refusal basis, the relevant Circuit past the Ending Transmission Time as follows: (i) fifteen (15) minutes, if the original reservation is for less than one (1) hour, or (ii) thirty (30) minutes, if the original reservation is for one hour or longer (collectively the "Approx-End Period").

Authorized User

A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to act as Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Continued)

REC'D APR 05 2001

Available/Availability

Condition in which the Company has on its network a Circuit between specific POPs (as may be requested by Customer) and such Circuit and the related Customer First-Mile and Last-Mile Circuits are not committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

Beginning Transmission Time

The date and time specified on a Reservation Confirmation or pursuant to an Early Acceptance, as the case may be, agreed to by Company, as the beginning date and time for transmission of the relevant Occasional Service.

Bill Date/Billing Date

The date on which billing information is compiled and sent to the Customer.

Business Service Use

Service provided a Customer where the use is primarily of a business, professional, institutional, or otherwise occupational nature.

Cancellation

A Customer initiated request to discontinue processing a Service Order for Dedicated Service or a Reservation Confirmation for Occasional Service or to discontinue Service, either in part or in its entirety. Cancellation charges shall be assessed as set forth in Sections 2.4 and 5.4.

Channel(s) or Circuit(s)

A dedicated communications path between two or more points.

Commission

The Missouri Public Service Commission or any successor agency.

Company

Williams Communications, LLC

Company Affiliates

A business organization or entity which controls, is controlled by, or is under common control with the Company.

Confirmed Reservation

A request for service which has been confirmed by the Company through the issuance of a Reservation Confirmation.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

REC'D APR 05 2001

Contribution Quality Television Transmission

A television transmission that is of a quality that permits post-processing of the signal and that conforms to the relevant Technical Standards.

Cross Connect

Electrical connection within a POP or Hub of two Circuits in order to complete connectivity between such Circuits, such as, connecting IXC with First-Mile/Last-Mile Circuits, connecting two (2) IXC Circuits, or connecting two (2) First-Mile/Last-Mile Circuits.

Customer

The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities and their Authorized Users) which orders Service -- either for its own use or for its use as a resale carrier -- and which is responsible for the payment of charges and for compliance with Company Tariff regulations. A Customer is considered to be an account for billing purposes.

Customer Premise/Customer's Premise

Locations designated by a Customer or Authorized User (regardless as to whether the designated premises are controlled or operated by such Customer) where Service is originated/terminated for Customer's own needs or for the use of third parties.

Dedicated Access

Dedicated First-Mile or Last-Mile Circuits between the Customer's Premises and the Company's POP for origination or termination of Service.

Dedicated Service

Interexchange Service provided from POP to POP by Company on a twenty-four hour a day basis for a Term.

Digital Access

A digital First-Mile or Last-Mile Circuit used to transmit television signals between points.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

REC'D APR 05 2001

Diversity

Customer-designated routing agreed to by an authorized representative of Company which indicates a Customer designated departure from a Company Primary Route. The provision of Diversity with respect to Circuits may entail Circuits routed on physically separate facilities on a geographic or systems basis (to the extent possible, i.e., 100% route Diversity on a POP-to-POP or Customer Premise-to-Customer Premise basis is not guaranteed) between the same city pair where the facilities required to provide the relevant Circuits are determined by Company to be Available. Diversity arrangements shall be developed on an individual case basis, and each Circuit in such arrangement shall be charged for separately.

Domestic

Services pertaining to Origination and Destination POPs within the contiguous United States.

Drop-Off(s)

A POP(s), specified by Customer and agreed to by Company where, in addition to the final destination point, Company shall deliver the Service.

Due Date

The date on which payment is due as indicated on Company's invoice to Customer. The Due Date shall be no earlier than thirty (30) days after the date the invoice is issued.

Duration/Reservation Duration

The greater of (i) the time between the Beginning Transmission Time and the Ending Transmission Time as set forth in a Reservation Confirmation, or (ii) the actual transmission time of Occasional Service relevant to such Reservation Confirmation inclusive of Early Acceptance time, Extension time, and Overage, if any.

Early Acceptance

The advancement to an earlier time, at Customer's request and subject to such Service being Available in the Company's sole discretion, of the Beginning Transmission Time made after a Reservation Confirmation has been sent to Customer. The Ending Transmission Time shall not be changed.

Ending Transmission Time

The date and time specified on a Reservation Confirmation or pursuant to an Extension and agreed to by Company as the ending date and time for transmission of the relevant Occasional Service.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

REC'D APR 05 2001

Event

A reservation which consists of a price or charge associated with the aggregate number of hours of services provided in lieu of an hourly charge.

Exemption Certificate

A written Customer designation which certifies that its dedicated facility should be exempted from the monthly special access surcharge because the Service:

- (a) terminates on a device incapable of connecting Company's network with the local exchange network; or
- (b) is associated with a switched access service that is subject to carrier common line charges; or
- (c) constitutes a private line facility used for Telex Service or radio or television transmissions; or,
- (d) is an open-end termination in a local exchange carrier's switch of an FX line; or
- (e) is a termination that could not make use of a local exchange carrier's common lines.

Extension

The extension or prolonging of an Ending Transmission Time, at Customer's request and subject to such Service being Available in the Company's sole discretion, made after a Reservation Confirmation has been sent and before such transmission has commenced.

Expedite

A Service Order processed at the request of the Customer in a time period shorter than the Company standard Service interval or an ASR processed by a First-Mile or Last-Mile Service Provider in response to a Customer request in a time period shorter than such First-Mile or Last-mile Service Provider's standard interval.

FCC

Federal Communications Commission.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Continued)
Missouri Public Service Commission

FCC #1

The Company's tariff for interstate services.

FCC #4

The Company's tariff for international services.

First-Mile Service

The origination portion of the Service between a Customer Premise and a Company POP.

First-Mile and Last-Mile Service Provider

An entity providing First-Mile and/or Last-Mile Service.

Hub

A facility or location where multiple First-Mile or Last-Mile circuits exist for the purpose of cross-connecting to other First-Mile or Last-Mile circuits within the same facility.

Hub Circuit

A First-Mile or Last-Mile circuit interconnecting a Customer or Company to a Hub.

Hub Reservation

A reservation placed with a Hub for cross-connection of Hub circuits.

Individual Case Basis (ICB)

Determinations involving situations where nonstandard agreements are required to satisfy specialized needs based on the circumstances, including costs to provide Service, in each case. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB determinations do not apply to switched services.

Inquiry Reservation

A request for service which has not been confirmed.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Continued) **Missouri Public Service Commission**

Installation

Establishment of Service.

Interexchange Service ("IXC")

Service provided between POPs to Customer by Company as described in this Tariff.

Interruption

A condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to the TOC that such Service is inoperative and ending at the time of restoration.

Last-Mile Service

The terminating portion of the Service between a Company POP and a Customer Premise.

Local Digital Switching

Reconfiguration of a digital IXC Circuit Cross Connect within a Company POP.

Local Switch

An interconnection of a First-Mile and Last-Mile circuit.

Mbps

Megabits per second.

N/A

Not applicable.

N/C

No charge.

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Service Commission**

SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

REC'D APR 05 2001

Non-Preemptible

A level of Service in which the provision of Service is given priority over Preemptible Service as set forth in Section 2.18.

Non-Prime Occasional Service

Occasional Service offered under the terms defined in Section 5 of this Tariff that applies a reduced rate to the Interexchange Service portion of Company's Standard Occasional Interexchange Service between preset hours.

Occasional Service

Interexchange Service provided from POP to POP by Company for the Duration. Such Service is billed in arrears.

One-Way

Service provided from Point-to-Point in which the transmission of signals is in one direction only.

Overage

At the request of Customer, a transmission may be extended beyond the Ending Transmission Time or Approx-End Period, as the case may be, after the relevant transmission has commenced subject to such Service being Available in the Company's sole discretion.

Payment Method

The manner in which the Customer is authorized by the Company to pay charges for Service.

PGAD (Permission Granted Additional Drop)

Delivery on a Preemptible One-Way IXC Occasional Service basis to one POP of the transmission relevant to an independent Reservation Confirmation for a Point-to-Point or Point to Multi-Point Occasional Service transmission for all or part of such transmission. This Service may be used to provide for separate ordering and billing for a Customer receiving another Customer's transmission provided such reception is authorized by such other Customer.

Physical Change

The modification of an existing Circuit, First-Mile/Last-Mile Circuit, Dedicated Access Channel or port, at the request of the Customer, requiring some physical change or retermination.

Point-to-Point

Service provided between two POP(s)/Customer Premise(s).

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Service Commission**

SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

REC'D APR 05 2001

Point to Multi-Point

Service provided One-Way from one POP/Customer Premise to multiple POPs/Customer Premise, as the case may be.

Point of Presence (POP)

A Company designated location where a facility is maintained for the purpose of providing access to Interexchange Service where available.

Preemptible

A level of Service in which Non-preemptible Service is given priority in the event of an Interruption as set forth in Section 2.18.

Primary Route

The route along which Service is transmitted which, in the absence of a Diversity arrangement, would be solely determined and used by Company in the provision of Service.

Redundant Routing

A second IXC path between the same origination and destination POPs of Point-to-Point Service.

Requested Service Date

The date requested by the Customer for commencement of Dedicated Service and agreed to by Company.

Reservation Confirmation

Standard Company order confirmation form(s) for Occasional Service, in effect from time to time, sent to Customer which in total includes pertinent billing, technical and other descriptive information which shall enable Company to provide Service.

Restore/Restored

To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the Company or carrier(s) involved.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

REC'D APR 05 2001

Service

Any or all service(s) provided to or obtained by Customer, any Authorized User or third party from Company which is described in this Tariff as modified from time to time.

Service Order

Standard Company order form(s), in effect from time to time, or Customer's forms accepted in writing by an authorized representative of Company for Dedicated Service which in total includes pertinent billing, technical and other descriptive information which shall enable Company to provide Service.

Special Promotional Offerings

Authorized trial offerings, discounts, or modifications of Company's regular Service offerings, which may, from time to time, be offered by Company to Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service

The Requested Service Date or Beginning Transmission Time, as the case may be, or the date or time Service first becomes available in accordance with the relevant Technical Standards, whichever is later.

Tariff

Tariff Commission No. 1, and effective revisions thereto filed by the Company with the Commission.

Technical Standards

Technical Standards for Interexchange Service are governed by the relevant Technical Standards described in Section 3.

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SECTION 1 -- TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Missouri Public
Service Commission

REC'D APR 05 2001

Television Operation Center (TOC)

Company's designated facility for authorized reporting of Service Interruption.

Television Switching Center (TSC)

The access point providing real-time rerouting, signal-quality monitoring, service status, and control.

Term

The period selected by the Customer, agreed to by Company and stated on the relevant Service Order during which Company shall provide and Customer shall accept and pay for the Service described therein.

Two-Way

Service provided by means of two simplex Circuits transmitting in opposite directions between the same two points which may not be synchronous.

Vyvx

Williams Vyvx, LLC (the Company) -- fictitious name being used in the state of Missouri because the name Williams Communications, LLC, is not available per the Secretary of State.

Vyvx Affiliates

A business organization or entity which controls, is controlled by, or is under common control with the Company.

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SECTION 2 -- RULES AND REGULATIONS

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2.1. Description and Limitations of Services

- 2.1.1. Service is provided for Business Service Use. Subject to the preceding restriction, any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that Company reserves the right to deny Service: (i) to any Customer that, in Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.7.5, (ii) in circumstances in which Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (iii) if, in Company's sole opinion, insufficient facilities are Available to provide the Service.
- 2.1.2. Customers reselling or rebilling Service to which this Tariff is applicable must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Missouri Public Service Commission.
- 2.1.3. The applicability of this Tariff shall be as set forth in Applicability (page nine).
- 2.1.4. Circuits for First-Mile/Last-Mile Service may be provided and billed by a First-Mile and Last-Mile Service Provider that is a local exchange company (LEC). First-Mile/Last-Mile Service may be purchased from carriers other than the LEC only in accordance with Missouri Public Service Commission rules unless such service is jurisdictionally interstate. Charges for the First-Mile/Last-Mile Service are available from the relevant First-Mile or Last-Mile Service Provider.
- 2.1.5. Company, when acting at the Customer's request and/or as Customer's authorized agent, shall make reasonable efforts to arrange for special Service requirements such as Diversity, if it is legally able to do so. Due to the specialized nature of such an arrangement, however, such Service may not be available under this Tariff and Company shall have no obligation to make any tariff filings required to provide such Service.
- 2.1.6. In addition to the cancellation procedures contained in Section 2.5, the Company may discontinue service upon reasonable notice under the circumstances to the Customer if:
 - 2.1.6.A. the Customer is using the Service in violation of this Tariff; or
 - 2.1.6.B. the Customer is using the Service in violation of any applicable law or regulation.
- 2.1.7. Dedicated Service begins on the Start of Service date and is provided through the Term relevant to the Service in question. Customer shall pay for such Service for the Term.
- 2.1.8. At Company's sole discretion, following the expiration of the Term relevant to a Dedicated Service, Service shall continue to be provided in accordance with this Tariff and at the then current month Term charge set forth in Section 4 in this Tariff relevant to the Service in question.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.1. Description and Limitations of Services (Cont'd)

- 2.1.9. Occasional Service is provided for the Duration. Customer shall pay for such Service for the Duration.
- 2.1.10. Eastern Time shall be used in scheduling Occasional Service transmissions, and such time shall be determined according to WWV Time as established by the WWV Radio Station located in Fort Collins, CO. Any Occasional Service scheduled for completion on the hour or half hour shall terminate one (1) minute prior to such time (except when Overage occurs), and such Service shall be deemed fully completed.
- 2.1.11. Following the expiration of the Ending Transmission Time, Company shall use reasonable efforts, provided Service is Available (as determined solely by Company) and uncommitted, to provide Overage upon the Customer's request at the charges set forth in Section 5.4.2. Overage is provided in fifteen (15) minute increments subject to such Service being Available as determined by the Company, in its sole discretion.
- 2.1.12. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive notice, notices between Customer and Company shall be given in writing to the persons whose names and business addresses appear on the relevant Reservation Confirmation or Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the relevant Reservation Confirmation or Service Order, notice shall be given to the last known business address of Customer or Company, as the case may be.
- 2.1.13. At Company's option, any analog/digital conversion needed to make the Customer's signal compatible with the Company network may take place at either the POP or at Customer's premises.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.1. Description and Limitations of Services (Cont'd)

- 2.1.14. Hub Reservation Management Service will be provided on a full-time basis from the effective date of the Customer's signed agreement for service through the Cancellation date of Hub Reservation Management Service by the Customer or Company. All Hub reservations for Company-bound IXC traffic reserved by Hub Reservation Management Service Customers will be managed by the Company on behalf of the Customer.

Company will not be responsible for diagnosing, troubleshooting or providing Allowance for any Interruptions occurring over Hub circuits to Customers who do not have an active Hub Reservation Management Service Agreement with the Company.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to obtain the Service must be set forth in the Reservation Confirmation or Service Order.
- 2.2.2. The Customer shall operate any Company provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for Interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer shall return to the Company all Company-provided equipment within five (5) days of termination of the Service for which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this section.
- 2.2.4. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. Any legal action or proceeding with respect to the collection of charges due under this Tariff may be brought in the Courts of the State of Oklahoma in and for the County of Tulsa or the United States of America for the Northern District of Oklahoma. By Customer's obtaining Service pursuant to this Tariff, both Customer and Company shall be deemed to have submitted to such jurisdiction, thereby expressly waiving whatever rights may correspond to either of them by reason of their present or future domicile.
- 2.2.7. The provision of Service shall not create a partnership or joint venture between the Company and Customer, nor result in joint service offerings to their respective customers.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.2. Other Terms and Conditions (Cont'd)

- 2.2.8. The discount level, if any, applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services.
- 2.2.9. Dedicated Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Service Orders. Occasional Service requested by Customer and to be provided pursuant to this Tariff may be ordered telephonically, by facsimile transmission, or any other reasonable method sent to Company's Customer Service Group and shall be confirmed by a Reservation Confirmation whereby Customer shall receive written confirmation from Company of Occasional Service it has requested. The business records of Company shall control as to the contents of the Service Order(s) (or other agreed to Customer form(s)) and/or Reservation Confirmation(s). When Customer places a Service Order for Dedicated Service or places an order for Occasional Service, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name and phone number. Customer must also provide the Company with the contact name, telephone number, and address at each of the premises where Service is to be installed. Each Service Order and Reservation Confirmation shall reference this Tariff. When the Service Order is accepted in writing by Company, or a Reservation Confirmation is sent to Customer and is not disputed by Customer within the earlier of: (A) twenty-four (24) hours from the time sent to Customer or (B) the Beginning Transmission Time, the relevant Service Order or Reservation Confirmation shall control the final operative obligations between Company and Customer regarding the Services described therein to the extent that it specifies the type of Service, quantity of Circuits, originating and terminating cities, Requested Service Date or Beginning/Ending Transmission Time, Term or Duration and other information necessary for Company to provide the Service to Customer.
- 2.2.10. Hub Reservation Management Service shall be provided pursuant to a signed Hub Reservation Management Service Agreement and as defined herein commencing one (1) business day after Company receives a signed Hub Reservation Management Service Agreement until one (1) business day after Company receives a written cancellation request for Hub Reservation Management Service, or Company cancels service. Customers may provide to the Company telephone notice of Customer's intent to accept Hub Reservation Management Service, subject to Company's acceptance. Service will thus be effective within 24 hours of such notice and will be provided on the basis that a signed Hub Reservation Management Service Agreement is delivered to the Company within ten (10) business days by the Customer.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.2. Other Terms and Conditions (Cont'd)

- 2.2.11. Any other items and conditions that are typed, printed or otherwise included in any Service Order, Reservation Confirmation, or other like form of Customer consent shall be deemed to be solely for the convenience of the parties. No action by Company, including, without limitation, provision of Service to Customer pursuant to such Service Order, Reservation Confirmation, or other like form of Customer consent shall be construed as binding or estopping Company with respect to such term or condition, unless such Service Order, Reservation Confirmation, or other like Customer consent form containing said specific term or condition has been signed by an authorized representative of Company and Customer. Company shall have no obligation except those as set forth in this Tariff or contained in Service Orders, Reservation Confirmations, or other like Customer consent forms and all other representations or agreements, oral or written, shall be of no effect. In the event any provisions set forth in Service Orders (or other agreed to like forms of Customer consent) or Reservation Confirmations conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail.
- 2.2.12. Unless subject to a Hub Reservation Management Service Agreement, the terms of which services or arrangements shall control, charges for First-Mile and Last-Mile Service procured by Company on behalf of Customer shall be subject to adjustment at such times as Company shall determine, not to exceed the then prevailing charges of the relevant First-Mile or Last-Mile Service Provider as would otherwise be paid directly by Customer for the relevant First-Mile or Last Mile Service, plus the administrative surcharge set forth in Section 2.19.
- 2.2.13. Upon the scheduled expiration of a Term for Dedicated Service, Service shall automatically be extended subject to written notice of termination by either Company or Customer; such termination shall be effective as of a date not less than thirty (30) days after delivery of said notice to the other party. The charges for Service during any such extension shall not exceed the then current month Term charge set forth in this Tariff and applicable to such Dedicated Service.
- 2.2.14. Following the expiration of the Ending Transmission Time for Occasional Service, Company shall use reasonable efforts, provided Service is Available (as determined solely by the Company) and uncommitted, to provide Overage upon the Customer's request subject to the relevant charges therefore set forth in this Tariff.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.2. Other Terms and Conditions (Cont'd)

- 2.2.15. Customer shall be responsible for procuring any necessary consents to use a third party's First-Mile or Last-Mile Circuit. If a conflict occurs with respect to the use of any First-Mile or Last-Mile Circuit, the party that leases or for whom Company has procured such First-Mile or Last-Mile Circuit shall have priority of use. If Customer is subject to a Reservation Confirmation and subsequently cannot use a relevant First-Mile or Last-Mile Circuit due to the priority of use by a third party, Customer shall be liable for the relevant Cancellation charges set forth in Sections 2.4 and 5.4.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.3. Liability

- 2.3.1 Except as otherwise specifically provided for in this Tariff, the Company and/or Company Affiliates shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders.
- 2.3.2 The Company is not liable for any act or omission of any other company or companies (including Company Affiliates) furnishing a portion of the Service or facilities, equipment, or services associated with such Service.
- 2.3.3 The Company and Company Affiliates shall be indemnified and held harmless against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or Company Affiliates for:
- 2.3.3.A. claims arising out of or related to the contents transmitted via the Services (whether over the Company network or First-Mile and Last-Mile Circuits) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;
- 2.3.3.B. patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer or Authorized Users;
- 2.3.3.C. all other claims arising out of any act or omission of the Customer or Authorized Users in connection with any Service provided by the Company;

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.3. Liability (Cont'd)

- 2.3.3.D. defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company; and
- 2.3.3.E. claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel, degrade Service to other Customers, or otherwise cause a violation of this Tariff or any applicable law or regulation. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable First-Mile or Last Mile Service Provider's signal power limitations.
- 2.3.5. The Company may rely on First-Mile and Last-Mile Service Providers for the performance of other services such as First-Mile and Last-Mile Service. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such First-Mile and Last-Mile Service. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of First-Mile or Last-Mile Service or Customer provided facilities and equipment.
- 2.3.6. The Customer indemnifies and holds the Company and Company Affiliates harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.3. Liability (Cont'd)

- 2.3.7. THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT WHATSOEVER AS A RESULT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS IN SERVICE (COLLECTIVELY "DEFECTS" OR "DEFECTIVE SERVICE"). DEFECTS CAUSED BY OR CONTRIBUTED TO, DIRECTLY OR INDIRECTLY, BY ACT OR OMISSION OF CUSTOMER (INCLUDING AUTHORIZED USERS) OR CUSTOMER'S CUSTOMERS, AFFILIATES, AGENTS, REPRESENTATIVES, INVITEES, LICENSEES, SUCCESSORS OR ASSIGNS OR WHICH ARISE FROM OR ARE CAUSED BY THE USE OF FACILITIES OR EQUIPMENT OF CUSTOMER OR RELATED PARTIES SHALL NOT RESULT IN THE IMPOSITION OF ANY LIABILITY WHATSOEVER UPON THE COMPANY, AND CUSTOMER SHALL PAY TO THE COMPANY ANY REASONABLE COSTS, EXPENSES, DAMAGES, FEES OR PENALTIES INCURRED BY THE COMPANY AS A RESULT THEREOF, INCLUDING COSTS OF FIRST-MILE AND LAST-MILE SERVICE PROVIDERS' LABOR AND MATERIALS. IN ADDITION, ALL OR A PORTION OF THE SERVICE MAY BE PROVIDED OVER FACILITIES OF THIRD PARTIES, AND THE COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT WHATSOEVER ARISING OUT OF DEFECTS CAUSED BY SUCH THIRD PARTIES. NEITHER COMPANY NOR COMPANY AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTIVE SERVICE OR ANY OTHER CAUSE. THE WARRANTIES SET FORTH IN SECTION 2.10.2 AND THE REMEDIES EXPLICITLY SET FORTH IN THIS TARIFF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR FAILURE TO PERFORM UNDER THIS TARIFF, NEITHER COMPANY, COMPANY AFFILIATES NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.3. Liability (Cont'd)

- 2.3.8. If at any time Service is subject to a Defect as specified in Section 2.3.7 above for thirty (30) days or less, Service shall not be subject to Cancellation, but an appropriate percentage of charges for the directly affected Service shall be abated for the period of Interruption in accordance with Section 2.10. If Defective Dedicated Service continues for more than thirty (30) days, then the directly affected portion of Service may be canceled by either Company or Customer without liability other than Customer's liability for payment for the Dedicated Service in question provided in accordance with the relevant Technical Standards prior to Cancellation.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company, Company Affiliates and any third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims described in Section 2.3.3.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer or Company incurs costs and expenses under circumstances in which such costs and expenses are caused to be incurred by the Customer or reasonably incurred by Company for the benefit of the Customer, the Customer is responsible for the payment of any resulting costs incurred by Company.
- 2.3.11. Customer agrees to defend the Company against the claims as set forth in this Section 2.3 and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- 2.3.12. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.4. Cancellation of Service by Customer

- 2.4.1. Except as otherwise provided under Section 2.3 of this Tariff, if a Service Order for Installation of Dedicated Service is delayed for more than thirty (30) days beyond the Requested Service Date, and such delay is not requested or caused by the Customer, the Customer may cancel the portion of Dedicated Service affected thereby without incurring Cancellation charges.
- 2.4.2. Customer shall be subject to the following Cancellation charges upon Cancellation of Service for the convenience of Customer. In such case, Customer is also liable for any charges, expenses, fees, or penalties incurred by Company, Company Affiliates or other third party providers of Service due to associated Cancellation of First-Mile and/or Last-Mile Service; any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent; and an administrative surcharge shall be applied to all such charges as set forth in Section 2.19.
- 2.4.2.A. Occasional Service. Customer may cancel the Reservation Confirmation without incurring any Cancellation charge with respect to the IXC portion of the Service, provided that the Occasional Service in question is canceled at least seventy-two (72) hours prior to the Beginning Transmission Time. If Customer cancels a Reservation Confirmation less than seventy-two (72) hours, but twenty-four (24) hours or more prior to the Beginning Transmission Time, Customer shall pay a Cancellation charge of fifty percent (50%) of the amount that Customer would have otherwise paid if the Reservation Confirmation had not been canceled. If Customer cancels less than twenty-four (24) hours prior to the Beginning Transmission Time, Customer shall pay one hundred percent (100%) of the amount that Customer would have otherwise paid if the Occasional Service had not been canceled.
- 2.4.2.B. Dedicated Service. Customer may cancel all or a portion of the Dedicated Service upon written notification thereof to Company sixty (60) days in advance of the effective date of Cancellation. In the event of such Cancellation, Customer shall pay to Company a Cancellation charge in an amount equal to the prorated monthly charge for such canceled Dedicated Service times the number of months in the relevant Term, less the charges for such Dedicated Service actually provided to Customer through the effective date of Cancellation (but in no event less than zero).

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.4. Cancellation of Service by Customer (Cont'd)

- 2.4.2.C. As Company's damages in the event of a Cancellation are difficult or impossible to ascertain, the foregoing provisions providing for a Cancellation charge are intended to establish liquidated damages in the event of a Cancellation of a Service and do not represent a penalty of any kind.
- 2.4.2.D. Customer may cancel Hub Reservation Management Services upon receipt by Company of one (1) business day advance written notice of cancellation. Such cancellation notice must be delivered via express mail, certified mail or facsimile. No Company cancellation charges shall apply for cancellation of Hub Reservation Management Service. However, Customer will be liable and billed for all Hub Reservation Management Service charges accrued and owed to the Company, including any cancellation charges of the Hub vendor.
- 2.4.3. Notwithstanding the foregoing, and upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without Cancellation charge or other liability to the other, to cancel the affected portion of the Service, if Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Commission, the FCC, or other local, state or federal government authority.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.5. Cancellation for Cause by Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation by Customer of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to Customer, without incurring any liability, immediately discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any Cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services or under any of the following circumstances:
 - 2.5.2.A. if Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier Services or its planned use of Service(s);
 - 2.5.2.B. if Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Services, or its planned use of Service(s);
 - 2.5.2.C. if Customer gives Company reasonable cause to believe that Customer shall not comply with a request of the Company for reasonable security for the payment for Service(s);
 - 2.5.2.D. if Customer has been given notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Service to which the Customer either subscribes or had subscribed or used;
 - 2.5.2.E. if Customer fails to pay Company any sum due to Company within thirty (30) days of its Due Date;
 - 2.5.2.F. if Customer fails to comply with a request by the Company for reasonable security for the payment of Service;
 - 2.5.2.G. if following seven (7) days after sending Customer written notice of any noncompliance by Customer with any nonpayment terms (other than an unlawful use of the Service), and if such noncompliance with the terms and conditions of this Tariff is not corrected within the seven (7) day period (Service may, however, be discontinued earlier pursuant to this Tariff.);

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2.5. Cancellation for Cause by Company (Cont'd)

2.5.2.H. if such actions are reasonably appropriate to avoid violation of applicable law; or

2.5.2.I. if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Company or Company Affiliates.

2.5.3. If at anytime there is a material change in Customer's credit-worthiness, then in addition to any other remedies available to Company pursuant to this Tariff, Company may exercise one or more of the following remedies without incurring any liability: (A) cause Start of Service for Service described in a previously executed Service Order or the Beginning Transmission Time described in a Reservation Confirmation to be withheld; (B) cease providing Service; (C) decline to accept a Service Order from Customer or provide a Reservation Confirmation to Customer for the provision of Service which Company may otherwise be obligated to accept and/or (D) Company may condition its provision of Service on assurance of payment by Customer which shall take the form of a deposit or means to establish reasonable assurance of payment as specified by Company, provided that no such deposit or assurance shall exceed the applicable Installation charges, if any, and/or up to two months of actual or estimated usage charges for the Service to be provided. A material change in Customer's credit-worthiness shall include, but not be limited to: (A) Customer's default of its obligations to Company under this Tariff or any other agreement with Company or Company Affiliates; (B) failure of Customer to make full payment of charges due hereunder on or before the Due Date on three or more occasions during any period of twelve or fewer months or Customer's failure to make such payment on or before the Due Date in any two consecutive months; (C) acquisition of Customer (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to Company, Company Affiliates or any other entity affiliated with Company or which is a greater credit risk than Customer; or, (D) Customer's being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of Customer.

2.5.4. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges accrued for Service(s) which is/are furnished up to the time of discontinuance nor does it relieve the Customer of applicable Cancellation charges. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.6. Use of Service

- 2.6.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use, including joint use or resale by Customer. Notwithstanding the joint use, sharing or resale of Service by Customer and regardless of the Company's knowledge of same, the Customer remains liable for all obligations under this Tariff. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.6.2. The Customer is responsible for the placement of Service Orders or requests for Reservation Confirmations for the Service described herein as well as complying with the provisions of this Tariff. Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.
- 2.6.3. Service provided by the Company may upon authorization by the Company be arranged for joint use by Authorized Users. The Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
 - 2.6.3.A. One Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have transmission requirements of its own. The Customer must specifically name all Authorized Users in the application for joint use Service. Service Orders may be accepted from and Reservation Confirmations may be sent to such Authorized Users and shall be subject to all regulations of this Tariff.

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2.6. Use of Service (Cont'd)

- 2.6.3.B. All charges for the Service shall be computed as if the Service were to be billed to one Customer. The Authorized User which has been designated as the Customer shall be billed for all components of the Service and shall be responsible for all payments to the Company. In the event that the designated Customer or any Authorized User fails to pay the Company, each Authorized User shall be jointly and severally liable to the Company for all charges associated with its Service as well as any other Authorized User's Service. Each Authorized User must submit to the designated Customer sufficient documentation for the purpose of confirming such Authorized User's acceptance of contingent liability for and guaranty of payment for its portion of all charges billed by the Company for joint use Service to the designated Customer. This documentation must also specify that the Authorized User understands that the Company shall receive a copy of the payment guaranty from the designated Customer. The designated Customer shall be responsible for allocating charges to each Authorized User of joint use Service, and Company shall have no obligation to seek collection from Authorized Users of joint use Service.
- 2.6.4. In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service by a Customer or reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer.
- 2.6.5. Neither the Service furnished by the Company nor transmissions or communications carried over such Service shall be used for any unlawful or fraudulent purposes. Nor shall Service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier or an enhanced Service provider who has subscribed to the Service. However, this provision does not preclude an agreement between the Customer and Authorized Users in a joint use arrangement to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use arrangement.

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2.6. Use of Service (Cont'd)

- 2.6.6. Company's Services are not adapted to the use of recording devices and Customers who use such devices to record transmissions, or for other purposes, do so at their own risk. Neither Customer nor any other entity may record a conversation except as permitted by applicable law.
- 2.6.7. Any Customer requesting Secondary Drop-Off Service of another Customer's transmission shall be responsible for providing Company with a signed authorization from such other Customer entitling Customer requesting the Secondary Drop-Off Service to receive such transmission, and all Customers shall be responsible for making all arrangements with copyright holders, music licensing organizations, performers' representatives, or other parties for necessary authorizations, clearances or consents with respect to the transmission contents (all such authorizations, clearances or consents referenced in this sentence shall collectively be referred to as "Consents"). Company shall not be liable for any such failure of Customer to obtain Consents and Customer shall indemnify and hold harmless Company and Company Affiliates as set forth in Section 2.3.3.
- 2.6.8. The Customer recognizes that certain unusual, newsworthy events may cause a great demand for the Company network. In order to provide fair and equitable service to all of the Company network users, Customer agrees as follows: (A) If Customer should request Occasional Service within one (1) hour or less of a requested transmission time for such Service which shall occur over or as a part of any period greater than sixty (60) minutes, Company shall have the right to interrupt such Occasional Service in excess of any period greater than sixty (60) minutes from the commencement of the first transmission period; or (B) If Customer requests Occasional Service within one (1) hour or less of a requested transmission time for Occasional Service requiring multiple Channels between the same POPs for an extended length of time, Company shall have the right to limit the number of such Channels.

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SECTION 2 -- RULES AND REGULATIONS (Cont'd)

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2.7. Payment Arrangements

2.7.1 The Customer is responsible for payment of all charges for Services furnished to the Customer or Authorized User. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

2.7.2. Unless the Company requires an advance Payment Method or other arrangement due to Customer's presenting an undue risk of nonpayment, payment for Services shall be made in the manner set forth in Section 2.7.3 and .4 with respect to the appropriate Services ordered. Customer shall remit payment to Company at the remittance address indicated on Company's invoices to Customer. In the event Customer fails to pay Company's invoice in full or remit payment to the proper address on or before the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1½%) of the unpaid balance per month or the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

2.7.3. Dedicated Service

All pro-rated monthly recurring charges (charges for monthly Service provided for less than a calendar month), Installation and other nonrecurring charges associated with Dedicated Service shall be due on the first day of the month following the month in which the Service was provided. Payment for all monthly recurring charges for full months during which Dedicated Service is to be provided following Start of Service shall be due in advance on the first day of that month. Dedicated Service provided for a Term of less than one (1) month shall be billed in the month following the month in which Service was provided. For the purposes of computing charges and/or credits in this Tariff for periods of less than a calendar month, a month is considered to have 30 days.

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2.7. Payment Arrangements (Cont'd)

2.7.4. Occasional Service

Payment for all charges associated with Occasional Service shall be due on the first day of the month following the Billing Date set forth on the Company invoice to Customer for such Service.

Company shall invoice Customer monthly for Occasional Service for the period between the first of the prior month to the end of such prior month ("Occasional Billing Period"). The Occasional Billing Period shall be subject to changes at the sole option of Company.

- 2.7.5. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and Company Affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). A Customer who presents an undue risk of nonpayment may be required at any time to provide the Company with a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable Installation charges, if any, and/or up to two months of actual or estimated usage charges for the Service to be provided. Such applicants or Customers may also be required, at any time, whether before or after the commencement of Service, to provide such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including without limitation, advance payments for Service, third party guarantees of payment, letters of credit, pledges or other grants of security interests in such Customer's assets, and similar arrangements. The required deposit or other security, including any advance Payment Method, may be increased or decreased by the Company as it deems appropriate in the light of changing conditions, provided that the amount of any deposit or other security shall not exceed the applicable Installation charges, if any, and/or up to two and months of actual or estimated usage charges for the Service to be provided. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate determined by the Commission shall be credited or paid to the Customer while the deposit is held by the Company. At the Company's option, such deposit may be refunded to the Customer's account at any time, in accordance with the rules of the Missouri Public Service Commission.

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2.7. Payment Arrangements (Cont'd)

- 2.7.6. Disputes with respect to charges must be presented to the Company in writing within three (3) months from the date the invoice is rendered or such invoice shall be deemed to be correct and binding on the Customer. Any amounts so disputed by Customer which have not been paid to Company, shall be paid to Company or resolved in favor of Customer by mutual agreement between Customer and Company within sixty (60) days of the Due Date. Company shall subsequently refund to Customer any such amounts that are determined to be billed by Company in error. Any disputes not resolved may be brought before the Missouri Public Service Commission.
- 2.7.7. If a First-Mile or Last-Mile Service Provider of Service procured on behalf of Customer by Company has established or establishes a special access surcharge, the Company shall bill the surcharge to Customer. The Company shall cease billing the special access surcharge upon receipt of an Exemption Certificate from Customer or if the surcharge is removed by the First-Mile or Last-Mile Service Provider.
- 2.7.8. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer shall be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.7.9. If a Customer whose account has been closed has a credit balance remaining, the Company shall transfer the credit to another account of the Customer, if there is one, or shall mail a check for the balance to the Customer promptly following the written request of Customer.
- 2.7.10. Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the Customer to whom they were offered or the Customer who earned them under the provisions of the offer.
- 2.7.11. The Installation charges set forth in this Tariff contemplate Installations made in normal locations and under normal working conditions.

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2.7. Payment Arrangements (Cont'd)

2.7.12 [RESERVED]

2.7.13. Hub Reservation Management Service

Payment for all charges associated with Hub Reservation Management Service shall be due on the first day of the month following the Billing Date set forth on the Company invoice to Customer for such Service.

Company shall invoice Customer monthly for Hub Reservation Management Service for the period between the first of the prior month to the end of such prior month ("Hub Reservation Management Service Billing Period"). The Hub Reservation Management Service Billing Period shall be subject to change at the sole option of the Company.

2.8. Assignment

The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.9. Tax Adjustments

2.9.1. All stated charges in this Tariff are computed by the Company exclusive of any local and state taxes, all surcharges (where applicable), federal end user, and relay Missouri charges. Such taxes, fees, charges, etc., shall be paid by the Customer (when applicable) in addition to the charges stated in the Tariff. Imposition of all other non-tax surcharges or fees are subject to prior Commission approval.

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2.9. Tax Adjustments (Cont'd)

2.9.2. Subject to Section 2.9.1, a surcharge is imposed on all charges for Service originating at addresses in states which levy a gross receipts tax on Customer's operations. Pending the conclusion of any litigation challenging a jurisdiction's right to impose any tax, Company may elect to impose and collect a surcharge covering such tax, unless otherwise constrained by court order or direction, or it may elect to waive any surcharge. If it has collected a surcharge or tax and the challenged surcharge or tax is found to have been invalid and unenforceable, Company shall credit or refund such sums to each affected Customer if either Company has retained such funds or Company has remitted such funds to the collecting jurisdiction and the funds have been returned to Company. The surcharge shall be shown as a separate line item on the Customer's monthly invoice.

2.10. Allowance for Interruptions

2.10.1. No credit allowances shall be made for:

- 2.10.1.A. Interruptions caused by the negligence (including the provision of inaccurate information) of the Customer or other authorized by the Customer to use the Customer's Service.
- 2.10.1.B. Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.
- 2.10.1.C. Interruptions during any period when the Customer or user has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer Service Order or Reservation Confirmation.
- 2.10.1.D. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis.
- 2.10.1.E. Interruptions not reported to the Company.
- 2.10.1.F. Interruptions occurring prior to Start of Service.
- 2.10.1.G. Interruptions for Hub Reservation Management Service caused by Customer's equipment.
- 2.10.1.H. Interruptions caused by Customers directly booking or placing Hub Reservations between Customer and Company Hub circuits.

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2.10. Allowance for Interruptions (Cont'd)

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2.10.2. Credit shall be given for Interruptions as follows:

- 2.10.2.A. Dedicated Service. Company warrants that Interexchange Dedicated Service shall conform to the relevant Technical Standards set forth in Section 3. Following the Start of Service date, if Customer reports an Interruption in Service to Company at the TOC and the affected Service is not Restored as warranted within one-half hour of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/1440 of the monthly recurring charges applicable to Service directly affected by such Interruption for each half hour or major fraction thereof in excess of the first half hour during which such Service fails to conform to the relevant Technical Standards, as provided in the formula:

$$\text{Credit} = A \times \frac{B}{1440}$$

Where A = The number of half hours or major fraction thereof of interruptions in excess of the first half hour; and

B = The monthly recurring charges.

If a portion of the Service fails to conform to the relevant Technical Standards at any time and over a period of thirty (30) days, the Customer may notify Company in writing of its conditional intent to cancel such Service in accordance with the Cancellation provisions herein. If, over a period of thirty (30) days after receipt of such notice, the Service fails to conform to the relevant Technical Standards, the Customer may terminate the affected portion of the Service for such cause and without a Cancellation charge at the expiration of the notice period.

- 2.10.2.B. Occasional Service. Company warrants that Interexchange Occasional Service shall conform to the relevant Technical Standards set forth in Section 3. Following the Beginning Transmission Time, if Customer reports an Interruption in Occasional Service to the TOC, Customer shall receive a credit determined by multiplying the applicable minute charge for such affected Occasional Service by the number of minutes (rounded to the nearest full minute) that such Interruption occurred.

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2.10. Allowance for Interruptions (Cont'd)

2.10.2. Credit shall be given for Interruptions as follows: (Cont'd)

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2.10.2.C. Hub Reservation Management Service

Reservation Management Service to the TOC, Customer shall receive a credit for both Hub Reservation Management Service charges, if any, and the affected IXC Service determined by multiplying the applicable per minute charge for such affected Hub Reservation Management Service and IXC Service by the number of minutes (rounded to the nearest full minute) that such Interruption occurred, provided that in no event will Customer receive total credits under this tariff greater than the per minute amounts that would otherwise be owing. No credit will be given in the event a Customer places a Hub Reservation directly with the appropriate Hub vendor.

2.10.3. Notice of Interruption should be reported by the Customer to the TOC. An Interruption ends when the Service is Restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not subject to an Interruption nor corresponding credit as provided in Section 2.10.2.

2.10.4. If the Customer elects to use another means of transmission during the period of Interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.

2.10.5. Preemptions as described in Section 2.18 shall be credited as Interruptions.

2.10.6. The credit provided in Section 2.10.2 is Customer's sole and exclusive remedy for any Interruption in the Service.

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2.11. Method for Calculation of Airline Mileage

- 2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 according to the following formula:

The square
root of:
$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

where V_1 and H_1 correspond to the V&H coordinates of City 1 and V_2 and H_2 correspond to the V&H coordinates of City 2.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

The square
root of:
$$\frac{(5004 - 5987)^2 + (1406 - 3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

- 2.11.2. Airline Mileage is used to calculate the charge for Dedicated Interexchange Service set forth in Section 4.

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2.12. Collocation of Customer Equipment

The Company shall consider requests from Customers or prospective Customers to locate Customer equipment at Company's POPs, provided space is determined, solely by Company, to be Available and uncommitted. Such collocation of Customer equipment shall be solely for the purpose of interconnecting such Customer equipment with Company's Service, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the relevant POP, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirements, and (E) other terms and conditions to which the Customer contractually shall commit.

2.13. Change in Service Arrangement

When a change in Service arrangement is made, such as a change of First-Mile or Last-Mile Circuits, First-Mile and Last-Mile Service Provider charges and/or Ancillary Charges may apply depending on the nature of the change in Service arrangement requested.

2.14. Inspection

The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company's equipment. The Company may interrupt the Service at any time, without penalty to the Company, because of departure from any of these requirements.

2.15. Testing and Adjustment

Upon reasonable notice, the Channels provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance shall be granted for the time during which such tests and adjustments are made.

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2.16. Interconnection with Other Carriers

2.16.1. Service furnished by the Company may be connected with Services or facilities of another carrier. Such interconnection may be made as authorized by the Company at the Company POP, at a Point of Presence of another carrier, or at the Customer Premises, or premises of an Authorized User. Service furnished by the Company is not part of a joint undertaking with such other carriers.

2.16.2. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense. Upon the Customer's request and acting as its authorized agent, the Company shall attempt to make the necessary arrangements for such interconnection.

2.17. Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.18. Preemptive Procedures

2.18.1. Company shall use reasonable efforts to reroute and Restore Service in the event of an Interruption due to a Defect in the Interexchange Service. Company shall Restore Customers in the following order: Redundant Routing Customers, Non-Preemptible Service Customers, and Preemptible Service Customers. Service to Preemptible Customers shall be replaced by Service to Non-Preemptible Customers if insufficient facilities exist on the network to accommodate restoration of all existing Circuits. If a Non-Preemptible Customer's Beginning Transmission Time has not started when restoration procedures begin, such Customer's Service shall be rescheduled and shall not replace then current transmissions of Company Service to others on the Company network.

2.18.2. A Customer whose Service is replaced by preemptible transmission shall receive credit as described in Section 2.10.2.

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2.19. Administrative Surcharges

The Customer shall be liable for any charges which the Company may incur in provisioning third party facilities for Customer's use in conjunction with the Service; e.g., First-Mile/Last-Mile Circuits, provision of on-site technician, Cancellation, Expedite, etc. The charge to Customer for this Service shall be the actual charge for such service as incurred by the Company from the third party provider ("Provider Charge") plus a Company administrative surcharge of 20% of such Provider Charge. Company shall invoice Customer for such charges.

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SECTION 3 -- TECHNICAL STANDARDS

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3.1. Application of Technical Standards

The following Technical Standards for Services set forth objectives for Company to follow. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding Sections of this Tariff. Company does not warrant the First-Mile and Last-Mile Service.

3.2. Technical Standards Defined

3.2.1. The following are the Technical Standards for Service which is a Broadcast Contribution Quality Television Transmission Service with One-Way Analog Access:

3.2.1.A. Signal interface specifications defined in ANSI T1.502-1988 and those publications referenced therein for System M-NTSC video and associated audio signal interface standards.

3.2.1.B. Quality Standards

3.2.1.B.1. General

Standards for Service apply independently for First-Mile and Last Mile Circuits and Interexchange Service from POP to POP and exclude non-performance due to circumstances listed in Section 2.3.1 and .2 or Interruptions as set forth in Section 2.10.1. First-Mile and Last-Mile Circuit standards apply on a One-Way basis between each Customer Premise Network Interface Point ("CPNIP") and the Company POP. Interexchange Service standards apply on a One-Way basis between the originating and terminating Company POP. The actual End-to-End performance of the Service (CPNIP to CPNIP) shall be a combined function of the First-Mile and Last-Mile Circuits and Interexchange Service performance and may be affected by the Customer provided equipment, dependent on the type and quality of Customer equipment used.

3.2.1.B.2. Interexchange Service Standards

The performance of the Interexchange portion of the Service is measured by the standards set forth in the Medium Haul transmission standards of the ANSI T1.502-1988 and those publications referenced therein, as limited by the relevant television enabling equipment, for transmissions of System M-NTSC Video and associated audio channels.

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SECTION 3 -- TECHNICAL STANDARDS (Cont'd)

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3.2. Technical Standards Defined (Cont'd)

3.2.1.B.3. First-Mile and Last-Mile Circuit Standards

The performance of First-Mile and Last-Mile Circuit is measured by the standards set forth in the applicable transmission parameters of the ANSI T1.502-1988 and those publications referenced therein for the transmission of System M-NTSC video and associated audio channels.

3.2.2. The following are the Technical Standards for Service which is a Broadcast Contribution Quality Television Transmission Service with Digital Access:

3.2.2.A. Signal Interface Specifications

Defined in ANSI Standard T1.102 and T1.105 (formerly AT&T Compatibility Bulletin 119) and Technical Reference Publication 62411.

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SECTION 3 -- TECHNICAL STANDARDS (Cont'd)

Missouri Public
Service Commission

3.2. Technical Standards Defined (Cont'd)

3.2.2.B. Quality Standards

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3.2.2.B.1. General

Standards for Service apply independently for First-Mile and Last-Mile Circuits and Interexchange Service from POP to POP and exclude non-performance due to circumstances listed in Section 2.3.1 and .2 or Interruptions as set forth in Section 2.10.1. First-Mile and Last-Mile Circuit standards apply on a One-Way basis between each Customer Premise Network Interface Point ("CPNIP") and the Company POP. Interexchange Service standards apply on a One-Way basis between the originating and terminating Company POP. The actual End-to-End performance of the Service (CPNIP to CPNIP) shall be a combined function of the First-Mile and Last-Mile Circuits and Interexchange Service performance and may be affected by the Customer provided equipment, dependent on the type and quality of Customer equipment used.

3.2.2.B.2. Interexchange Standards

Defined in ANSI Standard T1.102 and T1.503 (formerly AT&T Compatibility Bulletin 119) and Technical Reference Publication 62411.

3.2.2.B.3. First-Mile and Last-Mile Circuit Standards

Defined in ANSI Standard T1.102 and T1.503 (formerly AT&T Compatibility Bulletin 119) and Technical Reference Publication 62411.

- 3.2.3. Notwithstanding the foregoing, at Company's option, Company may provide a comparable transmission alternative, e.g. satellite transmission, ("Alternative Transmission"). Such Alternative Transmission shall comply with the respective standards commonly used in the industry for such service.

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SECTION 4 -- DEDICATED SERVICE OFFERING Missouri Public
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SECTION 5 -- OCCASIONAL SERVICE OFFERING

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5.1. Definition and Description

Occasional Service is offered to the Customer as a reservation based, One-Way or Two-Way Point-to-Point or a Point to Multi-Point Channel on a Preemptible and Non-Preemptible basis. The various types of Occasional Service are subject to Availability between Company designated POPs in the cities set forth in Section 8. The Interexchange Service charges for fifteen (15), thirty (30), forty-five (45) and sixty (60) minute periods, applicable to Occasional Service are set forth below. Occasional Service is offered in fifteen (15) minute billing increments. Occasional Service ordered (as stated on the relevant Reservation Confirmation) for a period of time in excess of sixty (60) minutes shall be billed at a pro-rated sixty (60) minute charge for each fifteen (15) minute period. Other charges which may be applicable are Ancillary Charges (Section 5.4), Cancellation Charges (Section 2.4 and 5) and Taxes (Section 2.9.1 and .2).

5.2. Occasional Interexchange Service

5.2.1. Company's Occasional Interexchange Service provides One-Way or Two-Way, POP to POP transmission designed for use in video and associated audio transmission applications on a Preemptible basis. One-Way Occasional Interexchange Service provides one(1) System M-NTSC video channel and up to three (3) associated audio channels (50Hz to 15kHz).

5.2.2. Early Acceptance, Extension and/or Overage may be provided pursuant to Customer's request subject to Availability.

5.2.3. Customer may order, if Available, an Approx-End. Once an Approx-End Period has commenced, the Customer shall be charged through the end of the Approx-End Period, in the following increments, unless Customer timely and adequately has informed Company that the transmission is to end prior to the beginning of the Approx-end Period. Reservations 60 minutes or less receive Approx-Ends of 15 minutes. Reservations greater than 60 minutes receive Approx-Ends of 30 minutes, available in 15 minute increments. Upon Customer's request and subject to the Service being Available, if a transmission continues past the Approx-End Period, the Service shall be in Overage and subject to the Overage charges in Section 5.4.2.

The Approx-End shall be reserved for Customer on a right of first refusal basis. If Company receives a request from a different Customer for the same Service time, Company shall notify the Customer with the Approx-End reservation. Within the earlier of: (A) one (1) hour after such notification or (B) fifteen (15) minutes prior to the Beginning Transmission Time, Customer must notify Company's Customer Service Group that Customer is committing to such Service through the Approx-End Period or Customer shall not receive Service through the Approx-End Period. Once making such a commitment, Customer shall be liable for the relevant charges.

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

REC'D APR 05 2001

5.2. Occasional Interexchange Service (Cont'd)

5.2.4. The Beginning Transmission Time and Ending Transmission Time shall be the same for each simplex Circuit of a Two-Way transmission ordered by Customer.

5.3. Occasional Preemptible Interexchange Service Charges

5.3.1. 5.3.1.A. Charges set forth below are charges which apply to Point-to-Point, Preemptible Occasional Interexchange Service.

<u>Reserved Time Period</u>	<u>One Way</u>	<u>Two Way</u>
15 minutes	\$ 160	\$ 240
30 Minutes	\$ 290	\$ 435
45 Minutes	\$ 410	\$ 615
60 Minutes	\$ 500	\$ 750

5.3.1.B. Between the hours of 1:00 a.m. and 6:00 a.m. Eastern Time, Company will provide One-Way, Preemptible Occasional Interexchange Service ("Non-Prime Occasional Service") between Company POPs.

	<u>One Way</u>
15 minutes	\$ 100
30 minutes	\$ 165
45 minutes	\$ 225
60 minutes	\$ 275

Customer must specify this Non-Prime Occasional Service when requesting the Reservation Confirmation. Only reservations which start and end during the five hour Non-Prime Occasional Service window are eligible to receive this discounted pricing.

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd) **REC'D APR 05 2001**

5.3. Occasional Preemptible Interexchange Service Charges (Cont'd)

- 5.3.2. Charges set forth below are charges which apply to the One-Way IXC portion of Preemptible, Point to Multi-Point Occasional Interexchange Service. Charges are determined according to the number of destination POPs. The minimum billing increment for each destination POP charge is fifteen (15) minutes.

Charges for Point to Multi-Point Occasional Service

Reserved time period less than 60 minutes:	The charge shall be the relevant One-Way, Point-to-Point, Preemptible of Occasional Interexchange Service charge (set forth in Section 5.3.1) plus a charge of \$200 for each additional destination POP above the initial Point-to-Point destination.
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Reserved time period of 60 minutes or greater:	The charge for the initial 60 minutes shall be the 60 minute rate for One-Way, Point-to Point Preemptible Occasional Interexchange Service (set forth in Section 5.3.1) plus a charge of \$200 per hour for each additional destination POP above the initial Point-to-Point destination. Such charge shall be pro-rated for each additional 15 minute increment beyond the initial 60 minutes of reserved time.
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- 5.3.3. Charges set forth below are charges which apply to Local and National PGADs. Local and National PGADs shall start no earlier than the Beginning Transmission Time and end no later than the Ending Transmission Time of the relevant Point-to-Point or Point to Multi-Point Occasional Service transmission to which it is associated. Local and National PGADs shall be billed in sixty (60) minute increments, i.e., there shall be a full hour charge for any fraction of an hour.

Per Local PGAD	\$75/First Hour \$25/Each Subsequent Hour
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Per National PGAD	\$225/First Hour \$200/Each Subsequent Hour
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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

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5.4. Ancillary Charges

5.4.1. Local Switching

Charges apply when a Customer requests the temporary Cross Connect of one Customer owned First-Mile/Last-Mile Circuit to another First-Mile/Last-Mile Circuit both of which are terminated in the same POP, provided such Circuits are Available. This Service shall be provided on an interexchange basis only, except to the extent applicable laws and regulations permit other uses. Such Cross Connect shall terminate at any time any relevant First-Mile/Last-Mile Circuit is required pursuant to a Reservation Confirmation.

5.4.1.A. Customer-to-Customer Local Switch -- The charge for a Local Switch between one Customer First-Mile Circuit and another Customer Last-Mile Circuit within the same POP shall be \$25 per switch per hour, or fraction thereof, not to exceed 24 hours.

5.4.1.B. Customer-to-Hub Local Switch -- The per switch charge for cross connecting a Customer First-Mile/Last-Mile Circuit to a Hub circuit provisioned by Company and within the same TSC shall be \$25 per hour or fraction thereof.

5.4.2. Overage Charges

5.4.2.A. The charge for Overage with respect to a Reservation Confirmation with a reserved time of sixty (60) minutes or longer shall be at the proportionate sixty (60) minute charge as set forth in Section 5.3.

5.4.2.B. The charge for overage per each fifteen (15) minutes of Overage for Point-to-Point, Preemptible IXC Occasional Service with respect to a Reservation Confirmation with a reserved time of less than sixty (60) minutes shall be at the appropriate fifteen (15) minute rate for the applicable service or services.

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

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5.4. Ancillary Charges (Cont'd)

5.4.2.C. The following charges apply per each fifteen (15) minutes of Overage for One-Way, Point to Multi-Point, Preemptible IXC Occasional Service with respect to a Reservation Confirmation with a reserved time of less than sixty (60) minutes. The charge shall be the 15 minute rate for One-Way, Point-to-Point, Preemptible Occasional Interexchange Service (set forth in Section 5.3.1) plus a charge of \$50 for each additional destination POP above the initial Point-to-Point destination.

5.4.2.D. The following charges apply per each fifteen (15) minutes of Overage for One-Way, Point to Multi-Point, Preemptible IXC Occasional Service with respect to a Reservation Confirmation with a reserved time of sixty (60) minutes or greater. The charge shall be at the proportionate sixty (60) minute charge as set forth in Section 5.3.2 for reserved time of 60 minutes or greater.

5.4.3. Cancellations

A Cancellation charge applies when a Customer cancels a transmission prior to or after the Beginning Reservation Time as set forth in Section 2.4. However, if the associated Occasional Service transmission of a Secondary Drop-Off Service is canceled, the Secondary Drop-Off Service shall be automatically canceled, and Cancellation charges shall not apply to the Secondary Drop-Off Service. If only the Secondary Drop-Off Service is canceled and not the associated Occasional Service transmission, the Cancellation charges set forth in Section 2.4 shall apply to the Secondary Drop-Off Service.

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

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5.4. Ancillary Charges (Cont'd)

5.4.4. Change in Reservation

Any change or rescheduling of a reservation shall subject the Customer to Cancellation charges except for Early Acceptance, Extension or Overage. Notwithstanding the foregoing, a Reservation Confirmation may be rescheduled to a different date and Beginning Transmission Time if Available ("Postponed Reservation") with no Cancellation charge for the Interexchange portion of the Occasional Service, provided the Postponed Reservation is for the same or longer length of transmission time and between the same two points as the original Reservation Confirmation. If the different date and Beginning Transmission Time requested by Customer is not Available, Customer shall not be charged a Cancellation charge for the Interexchange portion of the Occasional Service. A Reservation Confirmation shall be postponed only once. A Postponed Reservation which is subsequently canceled shall receive a 100% Cancellation charge notwithstanding Section 2.4.2.

5.4.5. On-Site Technician Charge

The Company may provide, when available, non-Company on-site technicians for a transmission at the Customer's request.

The charge for this service shall be the charge of the service as received by the Company from the vendor pursuant to applicable tariffs and rates. In addition, the Company shall also add a 20% administrative surcharge pursuant to Section 2.19.

5.4.6. Vendor Connectivity Charges

Customers who request that Service be terminated at another carrier's or vendor's facility for further transmission or enhancement can schedule for the Company to coordinate all of the applicable reservations. The Customer shall then be billed for all applicable charges. The charge for this Service shall be the charge incurred by the Company from such other carrier or vendor, as the case may be, plus an administrative surcharge of twenty percent (20%) pursuant to Section 2.19. Vendor Connectivity charges do not apply where Hub Reservation Management Service is employed by Customer.

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

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5.4. Ancillary Charges (Cont'd)

5.4.7. Premise Equipment Charges

All Customer Premise equipment provided by Company shall be provided under contract between Customer and Company.

5.4.8. Non-Standard Charges

Non-standard Installation/maintenance/engineering charges apply as follows:

5.4.8.A. Charges apply when the Customer requests Installation or Circuit changes during non-business hours and when the Customer requests the provision of engineering design or other activities which are not normally provided as a part of the design and Installation of Service.

Normal business hours are 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding legal holidays.

Additional Installation/Maintenance/Engineering Charges

5.4.8.A.1.	Normal Business Hours	\$125.00 per hour per person
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5.4.8.A.2.	After Normal Hours	\$150.00 per hour per person
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5.4.8.A.3. All reasonable expenses including, but not limited to lodging, travel and meal expenses, if any, incurred which are relevant to providing such Installation, maintenance and engineering Service.

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

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5.4. Ancillary Charges (Cont'd)

5.4.8. Non-Standard Charges (Cont'd)

- 5.4.8.B. Charges apply when the Customer requests a Company technician at the Customer Premises or when Defects occur as a result of problems in the Customer's equipment. Normal business hours are 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding legal holidays. Rates are based upon a two-hour minimum.

Company Technician Charges

5.4.8.B.1. Normal Business Hours...\$ 80.00
per hour
per person

5.4.8.B.2. After Normal Hours\$120.00
per hour
per person

5.4.8.B.3. Sundays and Holidays\$160.00
per hour
per person

5.4.8.B.4. All reasonable expenses including, but not limited to lodging, travel and meal expenses, if any, incurred which are relevant to providing such Installation, maintenance and engineering Service.

- 5.4.8.C. All non-standard charges are in addition to any similar charges incurred from any third party vendor which shall be passed on to Customer plus an administrative surcharge as set forth in Section 2.19.

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

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5.4. Ancillary Charges (Cont'd)

- 5.4.9. Any port connections to a Company switch or a Company video hub switch with respect to Customer's First-Mile and Last-Mile Circuits shall collectively be referred to as "Circuit(s)" for the purposes of this Tariff. If Circuits are in demand so that it limits, in Company's sole discretion, Company's ability to fulfill other customer's requests, Company shall give Customer the option to: (i) vacate the equipment port to which the circuit is connected or (ii) Customer agrees that it shall use, in the aggregate, the equivalent of five (5) hours of Network Connection Commitment for each Circuit used by Customer each month or pro rata portion thereof ("Network Connection Commitment"). In the event Customer does not utilize the Circuit(s) a minimum of the aggregate Network Connection Commitment for any month, Customer shall pay Company, for each such month, the percentage of the Network Connection Fee equal to the percentage deficient of the Network Connection Commitment ("Deficiency Charge"). For purposes of measuring and monitoring the usage per Circuit, the Vendor Circuit Identification located in Company Business System will track monthly Circuit usage. The foregoing provision represents a good faith estimate of, and bears a reasonable relationship to, the actual damages of Company in the event of such deficiency and does not represent a penalty.
- 5.4.10. Collocation charges apply when a Customer contracts with Company to utilize space in a POP for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for collocation including: floor space, power, rack space, cross-connect panels, etc., is priced ICB dependent on Customer requirements.
- 5.4.11. All ancillary charges are in addition to any similar charges incurred from any third-party vendor which shall be passed on to Customer plus an administrative surcharge as set forth in Section 2.19.

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

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5.4. Ancillary Charges (Cont'd)

5.4.12. Each customer that has a contracted volume commitment for over 100 hours a year will receive one Circuit connection to an equipment port at no charge, at Company's sole discretion as to location of the Circuit, established at the beginning of the contract and remaining until the end of that contract.

5.4.13. Network Connection Commitment "Deficiency Charge" Formula is as follows:
((Five Hours -- Monthly Usage per Circuit per Month)/Five Hours) \$1250

where: Five (5) Hours is the Network Connection Commitment and
\$1250 is the Network Connection Fee

In no case shall the Network Connection Commitment Deficiency Charges result in a credit for the Customer. If a Customer exceeds the Network Connection Commitment for any Circuit(s) in any month, the Customer will not be assessed a "Deficiency Charge" for that month. Network Connection Commitments cannot be transferred or combined with any other Customer Circuit(s).

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SECTION 5 -- OCCASIONAL SERVICE OFFERING (Cont'd)

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5.4. Ancillary Charges (Cont'd)

5.4.14. Service Premium Charges

Service premium charges allow Customer to further enhance their reservations with the Company.

5.4.14.A. Non-Preemptible Service

Non-Preemptible Service is a premium enhancement which provides security from preemption due to network events as set forth in Section 2.18.

Non-Preemptible Interexchange Service Charge
Total charge for Preemptible IXC Service multiplied by 1.5

5.4.14.B. Redundant Routing

Redundant Routing may be provided by Company, if Available, as an option to Customer who wants to ensure a higher level of protection in delivering critical transmission signals. Redundant Routing is provided for Point-to-Point Service, only. Redundant Routing provides for a second IXC path between the same origination and destination POPs.

Redundant Routing Charge
One charge is applied to both IXC paths at a rate equal to the total charge for the relevant one (1) Interexchange Circuit multiplied by 2.0

5.5. First-Mile/Last-Mile Service Charges and Administrative Surcharge

5.5.1. First-Mile/Last-Mile Service charges are subject to the provisions of Section 2.2.11. The rate information relevant to the First-Mile/Last-Mile Service charges are available from the relevant First-Mile or Last-Mile Service Provider.

5.5.2. When authorized by Company pursuant to an ICB arrangement, First-Mile/Last-Mile Service charges shall be in accordance with the ICB arrangement.

5.5.3. Customer shall be subject to charges, including an administrative surcharge as set forth in Section 2.19 for any facilities procured by Company on behalf of Customer from third party providers as set forth in Section 2.19.

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SECTION 6 -- ADDITIONAL SERVICE OFFERINGS

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6.1. Hub Reservation Management Service

6.1.1. Description of Services. Under Hub Reservation Management Service ("HRMS") Company provides for the reservation, troubleshooting support and billing of Hub circuit Cross Connects for Company broadcast video traffic between the Company and the Customer via a Hub vendor. Customers that are not active Hub Reservation Management Service Customers will not receive this support.

6.1.2. Terms & Conditions. Hub Reservation Management Service is available on a full-time basis only for all Services provided by Company. Customers may order Hub Reservation Management Service upon three business days written notice and under a signed Agreement. Once the Customer receives HRMS, the Company will be the agent for the Customer at all video Hubs where Hub Reservations are required as a result of using services provided by the Company. Hub Reservation Management Service can be canceled with one business day written notice to Company's Traffic Department.

Hub Reservation Management Service is only applicable at Hubs where the Company has local connectivity. Hub Reservation Management Service is provided on an as-facilities-exist basis.

6.1.3. Rates. Hub Reservation Management Service will be billed either on a Switched-basis or on a Usage-basis, depending on the type of charge received from the respective Hub vendor, if any. In the event that a Hub charges on both a Switched- and Usage-basis, both charges will apply.

6.1.3.A. Switched-based Charge: Charges applied only once per Hub reservation and do not recur for the duration of such reservation:

Charge per Switch-based Hub reservation: \$25

6.1.3.B. Usage-based Charge: Charge applied in half-hour increments, or fraction thereof, for Hub reservations:

Charge per Usage-based Hub reservation: \$45.00 per half-hour

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SECTION 7 -- SPECIAL PROMOTIONAL OFFERINGS

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7.1. General Service Promotion

The Company, as approved by the Commission, may from time to time provide Customers with one or a combination of the following General Service Promotion offerings designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering, or to retain subscribers as follows: (A) with respect to Dedicated Service a credit up to one month's recurring Dedicated Interexchange Service charge net of all discounts per year of the Term; (B) waive or reduce Company's Installation charges; (C) waive or reduce the Installation charges for First-Mile/Last-Mile Service associated with Interexchange Service; and/or (D) waive or reduce certain Ancillary Charges. These General Service Promotions may be limited to certain dates, times, Services, Availability and geographical areas at the sole discretion of Company.

7.2. Volume Commitment Promotion

From time to time Company shall provide Customers, which have made volume commitments to order Interexchange Service, with at least five (5) hours of One-Way, Interexchange Service or at least two and one half (2 ½) hours of Two-Way, Interexchange Service at no charge. This Volume Commitment Promotion may be limited to certain dates, times, Services, Availability and geographical areas at the sole discretion of Company.

7.3. Demonstration Promotion

From time to time at Company's discretion, Company shall provide Customers with Service at no charge for the purpose of demonstrating such Service. This Demonstration Promotion may be limited to certain dates, times, Services, Availability and geographical areas at the sole discretion of Company.

7.4. Commission Approval

All General Service Promotions must be approved by the Commission pursuant to a thirty (30) day Tariff filing.

7.5. Non-Discrimination

All Special Promotional offerings under Section 7 of this Tariff shall be made available on a non-discriminatory basis to all similarly-situated Customers.

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Service Commission**

SECTION 8 -- OCCASIONAL SERVICE AVAILABILITY

REC'D APR 05 2001

Subject to the terms and conditions in this Tariff (including provisions relating to Availability), the Company maintains POPs in the following cities in Missouri:

Kansas City
St. Louis

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